



*Theresa Arbor Property
Owners Association*

Deed Restrictions And Guidelines

Updated April 2009





THERESA ARBOR PROPERTY OWNERS

LANDSCAPING GUIDELINES

Effective April 4, 2009

Here are the lawn maintenance guidelines to help our neighbors on what the Board recommends for maintaining your lawn within our sub-division to be compliant with our deed restrictions.

- We suggest regular mowing of your front and back yard on a weekly basis in the summer and at least every two weeks in the winter months when growth slows down.
- When lawn is mowed we suggest and expect the yard to be edged, debris swept, bagged or placed in receptacles for Wed. collection.
- We suggest regular treatment for insects and fertilizing as deemed necessary.
- We suggest and expect bushes and plants to be neatly trimmed and weeds removed from around the landscaping areas.
- Overhanging trees do prevent sunlight for growth. We suggest an annual check for trees in your yard that need to be cut back or thinned.
- Due to current drought conditions and Hillsborough County watering restrictions, we suggest a balanced combination of grass covering a minimum of 40% of your front lawn, along with a mixture of Florida-Friendly plants or Xeroscaping of the remaining 60% of your front lawn.
- The board welcomes any Florida-Friendly landscaping plans or design for Xeroscape to help conserve water and still remain attractive with the neighborhood. We encourage you to discuss this with a landscaper of your choice and present your plans to the board for review.
- Seasonal fall leaves should be swept or collected in bags. Trimming of tree and bush branches need to be bundled, tied or put in a trash can and put out for Wed. pick up the night prior. Please do not leave them by the road for several days.
- It is not our intent that every lawn has to be perfect, and our goal is to try to maintain the high level of quality and consistent look and appeal that will keep our sub-division one of the most pristine in the area. This will also help continue to maintain the value of our properties.
- We welcome suggestions and ask for your support to maintain our lovely properties in Theresa Arbor.

EXHIBIT "A"

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THERESA ARBOR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned THERESA ARBOR PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), a corporation not for profit organized under the laws of the State of Florida, under its corporate seal and the signatures of its President and Secretary, hereby certifies as follows:

WHEREAS, the Declaration of Restrictions for Theresa Arbor Subdivision were recorded in Official Records book 4293, Page 1102 of the Public Records in and for Hillsborough County, Florida, on March 15, 1984, which Declaration of Restrictions for Theresa Arbor Subdivision was subsequently amended as reflected by that certain Amended Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official Records book 4547, Page 798 of the Public Records in and for Hillsborough County, Florida on April 25, 1985 (collectively, the "Declarations").

WHEREAS, the Association includes as a member thereof every person who is an owner of real property platted as being part of or within Theresa Arbor Subdivision more particularly described as:

THERESA ARBOR SUBDIVISION as per plat recorded in Plat Book 56, page 21, of the Public Records of Hillsborough County, Florida less the streets indicated thereon and Lot 10, Block 6, which have been dedicated to the city of Temple Terrace.

(the "Subdivision").

WHEREAS, the Association submits this Amended and Restated Declaration of Covenants and Restrictions for Theresa Arbor Subdivision (herein "Amended and Restated Declarations"), encumbering all real property within the Subdivision, which Amended and Restated Declarations shall replace and supersede that certain Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official Records book 4293, Page 1102 of the Public Records in and for Hillsborough County, Florida, on March 15, 1984, which Declaration of Restrictions for Theresa Arbor Subdivision was subsequently amended as reflected by that certain Amended Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official

Records book 4547, Page 798 of the Public Records in and for Hillsborough County, Florida on April 25, 1985.

WHEREAS, these Amended and Restated Declarations contained herein shall constitute a covenant that runs with the real property within the Subdivision and shall be binding upon all persons holding or claiming any interest in said real property within the Subdivision. These Amended and Restated Declarations shall be for the benefit of and a limitation upon all present and future owners of said real property within the Subdivision and the City of Temple Terrace.

NOW THEREFORE, the undersigned party, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the Subdivision, hereby imposes the following covenants and restrictions on the use and occupancy of all properties within the Subdivision; and the undersigned party hereby declares that said real property within the Subdivision shall be subject to the following covenants and restrictions and the same shall be binding upon the owners, their heirs, successors and assigns, and binding upon the City of Temple Terrace as to those covenants and restrictions relating to the Boundary Wall (as hereinafter defined) for the periods hereinafter set forth.

Accordingly, THE PROVISIONS OF THE Declarations are hereby amended and restated to read as follows:

NOTICE: Substantial rewording of Declaration. Please see the original Declaration of Restrictions for Theresa Arbor Subdivision were recorded in Official Records book 4293, Page 1102 of the Public Records in and for Hillsborough County, Florida, on March 15, 1984, which Declaration of Restrictions for Theresa Arbor Subdivision was subsequently amended as reflected by that certain Amended Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official Records book 4547, Page 798 of the Public Records in and for Hillsborough County, Florida on April 25, 1985.

ARTICLE I – THE ASSOCIATION

a. Association. Association shall mean Theresa Arbor Property Owners' Association, Inc., a Florida not-for-profit corporation, its successors or assigns. The Association is the entity responsible for administering and enforcing these Amended and Restated Declarations, the Association's Articles of Incorporation, and its By-Laws (herein "Governing Documents") in accordance with Florida Law.

b. Membership. Under the Bylaws of the Association, every natural person, firm, association, corporation or other legal entity who is a record owner or co-owner of fee simple title to any improved or unimproved platted lot that is part of the Association ("Property") shall automatically be a Member of the Association ("Member"). Holding such title or other interest merely as security for the performance of an obligation (including, but not limited to mortgages or trustees under deeds of trust) shall not cause a person to be a Member of the Association. If a Property is owned by more than one owner, each co-owner shares the privileges of the membership,

subject to reasonable Board regulation and voting restrictions. Co-owners are jointly and severally obligated to perform the responsibilities of an owner. The membership rights of an owner that is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the owner designates from time to time in a written instrument provided to the Association's Secretary. Membership in the Association is appurtenant to, and may not be severed from the Property.

c. Voting.

1. *Voting Rights.* On all matters submitted to a vote of the Members, each Member of the Association shall be entitled to one vote for each Property held in fee simple. In any situation where there is more than one owner of a Property, the vote for such Property shall be exercised as the co-owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Property's vote shall be suspended if more than one Person seeks to exercise it.

2. *Vote Required for Approval.* If a matter is submitted to a vote of the Members at any annual or special meeting of the Members at which a quorum of the Members is present (whether in person or by proxy), then (unless a greater vote is required by law, by the Association's Articles of Incorporation or Bylaws, or by these Amended and Restated Declarations) such matter shall be deemed approved if the number of votes cast in favor of such proposal exceeds the number of votes opposed to such proposal by those Members present, in person or by proxy, at said duly noticed meeting of the Membership. Abstentions and non-votes shall be disregarded. Any election of directors by the Members shall be by ballot and by plurality of the votes cast, each owner voting being entitled to cast its votes for each as many nominees as there are vacancies to be filled. Cumulative voting shall not be allowed.

d. Management by Board of Directors. The Association and its affairs shall be managed by its Board of Directors (the "Board"). The Board shall have full and complete authority to cause the Association to carry out all activities as the Board determines to be in the best interests of the Association and its Members and in accordance with the Association's Articles of Incorporation, its Bylaws, these Amended and Restated Declarations and the laws of the State of Florida.

e. Temporary Variances. Upon written request, and upon good cause shown, the Board, in its sole discretion, may grant a temporary variance to one or more of these covenants and restrictions or any reasonable rule or regulation promulgated by the Board during a period of construction, to facilitate a period of taking or relinquishing occupancy, during a period of renovation or remodeling, during a period of drought or other inclement weather or climate, during a period of economic or financial hardship, or for other good cause shown. No temporary variance shall be effective unless approved in writing by the Board. No temporary variance shall prevent the Board from denying a variance in other circumstances.

ARTICLE II – ASSESSMENTS

a. Members Pay Assessments to Association. Each Member covenants, promises and agrees (and is deemed to covenant, promise and agree) to pay to the Association such assessments, fees and charges ("Assessments") as may be levied and charged by the Association in accordance with this Article II. All Assessments shall be declared and levied on behalf of the Association by the Board. A Property owner, regardless of how its title to the Property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while it is the Property owner. The Property owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Property upon which the assessments are made. A Property owner is jointly and severally liable with the previous Property owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

b. Types of Assessments. The Association shall declare and levy the following Assessments:

1. *Annual Assessments.* An "Annual Assessment" is an assessment of equal amount levied on each Property, declared, levied and assessed by the Association prior to the end of each calendar year to be levied for the following calendar year. Each Annual Assessment is levied to pay ongoing costs and expenses of the Association and to maintain such reserves as the Board shall deem necessary or appropriate. The maximum amount of the Annual Assessment per Property beginning in 2009 shall be \$120.00. For subsequent years, the maximum Annual Assessment per Property may be any amount that does not exceed the prior year's Annual Assessment per Property by more than 10%, unless approved by a majority vote of the Members present, in person or by proxy, at a duly called meeting of the Membership in which a quorum of the Membership is present. Each Annual Assessment shall be due and payable, in advance, on a date to be determined by the Board of the calendar year for which such Annual Assessment has been assessed. The Association shall notify each Member, to the Member's address on record with the Association, of the amount of the Annual Assessment at least thirty (30) days prior to the due date of the Annual Assessment.

2. *Special Assessments.* A "Special Assessment" also is an assessment of equal amount levied on each Property. Unlike an Annual Assessment, a Special Assessment may be declared, levied and assessed at any time to pay unexpected or nonrecurring costs and expenses of the Association, to increase reserves, and for any need of the Association not satisfied by Annual Assessments. The Board may declare, levy and assess an assessment of equal amount per Property for any period determined by the Association. However, unlike an Annual Assessment, no Special Assessment may be assessed except upon first obtaining the written consent or affirmative vote of two-thirds (2/3) of Members of the Association. Each Special Assessment shall be due and payable on such date as may be established by the Association, which date shall be not less than the earlier to occur of: (a) sixty (60) days after approval of the Special Assessment by the Members in accordance with this paragraph; or (b) thirty (30) days after written notice is forwarded to each Member to the Member's address on record with the Association.

3. *Directed Assessments.* A "Directed Assessment" is different from other assessments in that a Directed Assessment is levied only upon one or more specific Properties that are responsible for specifically identifiable costs and expenses. Such costs and expenses may arise because a particular Property is in violation of these Amended and Restated Declarations or any reasonable rule or regulation promulgated by the Board, because the owner of a Property (or the owner's family member or invitee) causes damage to property within the Association or costs to the Association, or for other reason. In the event that any maintenance, repair or other costs is undertaken or incurred by the Association on account of the neglect or willful act of the owner of a particular Property (or Properties), or such owner's family, tenants, guests or invitees, the Association may declare, levy and assess an offsetting Directed Assessment upon such Property (or Properties). Any Directed Assessment levied by the Board shall be secured by a lien upon such Property (or Properties) of the owner(s) in favor of the Association as described in Article II(d). If a Property owner is in violation of these Amended and Restated Declarations or any reasonable rule or regulation promulgated by the Board, or the owner of a Property (or the owner's family member or invitee) causes damage to property within the Association or causes costs to the Association, the Board shall provide a written "Notice to Correct" such non-adherence, wherein said "Notice to Correct" shall also provide the Property owner with the opportunity to request a hearing before the Board. If the Property owner fails to notify the Board of such intention to begin the removal and/or repair of such non-adherence within fifteen (15) working days from the date of mailing the "Notice to Correct", the Association may remedy such non-adherence, but shall not have the obligation to remedy such non-adherence, by repairing and/or removing the non-adherence, the cost of which shall become a Directed Assessment. After the Property owner has provided notification to the Board of its intention to begin the removal and/or repair of such non-adherence, the Property owner shall have an additional fifteen (15) working days in which to begin the repair and/or removal, at his own expense, of such non-adherence. The Board, in its sole discretion, has the right to grant hardship waivers in the event the strict application of the aforementioned timing schedule presents a bona fide hardship. If the Property owner fails, at his own expense, to repair or remove such non-adherence within the time-frame set forth above, then the Association may remedy such non-adherence, but does not have the obligation to remedy such non-adherence, by repairing or removing the non-adherence, the cost of which shall become a Directed Assessment. Each Directed Assessment shall be due and payable on such date as may be established by the Board, which date shall in each case be not less than sixty (60) days after notice to the affected Member.

c. Collection. Any Assessment not paid when due, as determined by the board, shall be delinquent and the Association shall charge an administrative late fee in the amount of \$25.00 for each installment that is paid past the due date. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum prevailing legal rate per annum. The Association may bring an action at law against the owner personally obligated to pay the same. Additionally, the Association may foreclose a lien against such owner's Property, and interest, costs and attorney's fees of any such action shall be added to the amount of such lien.

d. Assessment is a Lien on the Property. All Assessments (Annual, Special and Directed), together with interest thereon after the date they come due and together with collection costs (which term shall include reasonable attorney's fees and court costs incurred in enforcing the lien or collecting the assessment), shall be a charge on the land and shall be a continuing lien upon the Property against which each such Assessment is made.

Each Property owner, by acceptance of a deed to a Property, hereby expressly vests in the Association, or its agents, the rights and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including but not limited to foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien.

The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Property owners within the Association. All sums assessed against any Property pursuant to this Amended and Restated Declaration together with interest, costs and attorney's fees as provided herein shall be secured by a lien upon such Property in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Property except for liens of ad valorem taxes and first mortgages held by any bank, savings and loan association, FNMA, GNMA, FHLMC, insurance company, mortgage company, or other lending institutions. Persons other than lending institutions placing or acquiring liens or encumbrances on any Property after this Amended and Restated Declarations have been recorded in the public records shall be deemed to consent to the liens and assessments of the Association, and the subsequent lien shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Sale or transfer of any Property shall not affect the assessment lien. However, the sale or transfer of any Property pursuant to the foreclosure of an institutional mortgage having priority over the assessment lien, or any transfer or other proceedings in lieu of such foreclosure, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, except that the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure shall be liable to the Association for a portion of the unpaid assessments that became due before the mortgagee's acquisition of title as provided in Florida Statutes Chapter 720. No sale or transfer shall relieve such Property from liability for any assessments thereafter becoming due or from the lien thereof.

e. Assessment is a Personal Obligation of Property Owner. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligations of the person who is the owner of such Property at the time the Assessment fell due.

f. Purpose of Assessments. Assessments levied by the Association shall be used exclusively to: (1) pay the reasonable operating costs and expenses of the Association; (2) pay the costs and expenses incurred by the Association to maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the boundary wall that travels much of the perimeter of the

subdivision (the "Boundary Wall") and any area platted or reserved for a boundary wall, whether or not the Boundary Wall actually occupies such space (the "Wall Easement"), and the Subdivision entrance ways and other common areas of the Association; (3) pay the costs and expenses incurred by the Association to beautify and maintain a pleasing appearance within the Subdivision; (4) pay the costs and expenses incurred by the Association in connection with communications with and meeting of the Members of the Association and the Board; and (5) to pay such other costs and expenses as the Board determines to be for the benefit of and in the best interest of the Association and its Members.

http://www.theresaarbor.org/deed_restrictions.html - #

ARTICLE III - ARCHITECTURAL CONTROL

a. Pre-Approval Required for New Construction, Additions, Renovations, Repairs or Other Exterior Improvements.

1. No exterior construction, improvement, repair or remodeling of any building, fence, wall or other structure shall be commenced or erected upon any Property if the commencement or completion of such work will require obtaining any license or permit from the City of Temple Terrace or the County of Hillsborough, unless plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall first have been submitted to and approved in writing by the Board as to harmony of external design and location in relation to surrounding structures and topography. The Board may engage such professional advisers as it deems appropriate to assist in such review. The Association may, in its sole discretion, require a reasonable fee for review of said plans and specifications.

2. Board approval also is required for any work that would substantially change or alter the overall exterior appearance of an existing home relative to the originally approved plans in a manner that causes the overall character or appearance of such home to be less consistent than previously with the character, design and appearance of adjacent and surrounding homes. However, complete plans and specifications are not required to be submitted if no building or other permit is required to be obtained in connection with such work.

3. Board approval is not required for any repair or maintenance work consistent with the original approved plans for a home and for which no building permit or other license or permit is required, except that Board approval shall be received by all Property owners desiring to paint any exterior surface of any Property. The Board shall prepare a color guideline identifying all colors available for color choice selection for the exterior of any Property within the Subdivision. Any color not identified within the color guidelines adopted by the Board shall not be available for an exterior color choice selection on any Property.

b. Approval Process. Before being approved by the Board, submitted plans and specifications generally must include the following:

1. Complete plans and specifications sufficient to secure a building permit in the City of Temple Terrace, including a Property plan showing Property and block and location of residences, garage, outbuildings and walls or fences.

2. Front, side and rear elevations of the building, plus elevations of walls and fences.

3. A perspective drawing if deemed necessary by the Board to adequately interpret the exterior design.

4. Data as to materials, color, and texture of all exteriors including roof coverings, fences and walls.

5. Plans must demonstrate that, once construction has begun, work thereon will be prosecuted diligently and is reasonably expected to be completed within nine (9) months after ground breaking.

6. One set of plans and specifications shall be left with the Board until construction is completed.

7. Should the Board fail to approve or disapprove such plans and specifications and location within fourteen (14) business days after submission of the plans and specifications to it, then, such approval will not be required, but all other provisions of this Article shall nevertheless apply.

8. Preliminary plans may first be submitted for preliminary approval.

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c. Specific Construction Standards. http://www.theresaarbor.org/deed_restrictions.html - #

1. The living area of a dwelling structure shall not be less than 2,000 square feet of central air-conditioned living area. Each house shall have a garage of not less than 400 square feet, with an automatic garage door opener.

2. All exterior concrete block, whether part of a dwelling, fence or other structure, shall be covered by stucco, siding, brick, stone or similar architecturally finished material. Painting alone of such concrete block shall not be permitted.

3. No asphalt or fiberglass shingle roof of less than 235 pounds per 100 square feet of roof laid shall be used on any building, and gravel type roofs may not be used except on flat roof surfaces. All asphalt and fiberglass shingle roofs shall be constructed of 3-dimensional shingles. Concrete, tile, and similar roofing materials consistent with architectural design and appearance within the Subdivision and approved by the Board may be used.

4. No carport shall be constructed on any Property or parcel.

5. The plans shall provide for an underground sprinkler system capable of adequately irrigating all sodded and planted areas.

6. No wall or fence shall be erected on the rear or side of a Property with a height of more than seven feet. No chain-link fences shall be erected on any Property. Fences shall be constructed of wood, cement block, brick, wrought iron, vinyl, or other similar material consistent with architectural design and appearance within the Subdivision as may be approved by the Board.

http://www.theresaarbor.org/deed_restrictions.html - #

7. Reasonable care shall be used to preserve and retain as many trees as is reasonably possible.

8. The design, style and construction of each mail box shall be of size, shape, color, type and material consistent with architectural design and appearance within the Subdivision and approved by the Board.

d. Limitation of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Association. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners.

ARTICLE IV – RESTRICTIONS ON USE OF PROPERTY

a. Residential Use Only. No Property or parcel within the Association shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Property other than as approved by the Board in accordance with Article III.

b. No Temporary Residence Facilities. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Property at any time as a residence, temporarily or permanently, and no structure may be erected on any Property for non-residential purposes other than a private garage and certain auxiliary buildings approved by the Board in accordance with Article III.

c. No Storage Before Constructing Residence. If a garage is built either simultaneously with or subsequent to the construction of a dwelling, the garage shall be of the same kind of material as used in the construction of the dwelling; moreover, the garage shall substantially conform to the architectural design of the dwelling and shall be subject to prior approval of the Board, pursuant to Article III. Except as provided in this paragraph, no garage or other structure shall be erected on any Property prior to the construction on such Property of a dwelling approved under Article III.

d. No Construction Trailer. No construction trailer, contractor's tool shed or other building detached from the principal residential dwelling shall be erected on any Property.

e. No Recreational Vehicles. No trailers, boats, habitable motor vehicles or recreational vehicles of any type shall be kept on or stored on any part of a Property or the subdivision streets except (1) a habitable motor vehicle used as a principle mode of transportation by an invitee visiting a Property owner's home within the Association for a stay of not more than a total of seven days per calendar year may be parked in the driveway of such Property during any such stay; however, no person may reside in such vehicle during any such stay, (2) any vehicle stored in a garage provided that all doors to the garage are generally kept closed completely, or (3) any such vehicle may be kept in a fenced rear yard if fully screened and so located so as not to be visible from the ground level of any adjacent Property or the street serving the Property.

f. No large trucks. No semi-trailer, truck tractor, truck larger than a pickup truck, bus or other commercial motor vehicle larger than a pickup truck shall be parked overnight or longer than necessary to make deliveries or provide services on any Property within the Association, or upon the streets, roads or alleys abutting same, by the owner of a Property (or his lessees or invitees), except inside a garage. If any such vehicle is stored in a garage, it shall be so stored so that all doors on the garage can be closed completely.

g. Wood Piles and Propane Tanks. Firewood, wood piles and propane tanks shall be fully screened and located so as not to be visible from the ground level of the adjacent Property or the street serving the Property.

h. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Property, except that dogs, cats and other household pets, not exceeding a total of four (4) pets in number, may be kept; provided, however, they are not kept, bred or maintained for any commercial purpose.

i. Antennas and Satellite Dishes. No antenna extending more than twenty four inches above the nearest roof surface and no satellite dish other than one less than 24 inches in diameter, shall be erected so as to be visible from the ground level of the adjacent Property or the street servicing the Property.

j. Solar Panels. No solar panels or collection devices erected or installed on any Property or structure thereon shall be visible from ground level of the adjacent Property or the street servicing the Property.

k. Nuisances. No noxious, illegal, or offensive activity shall be carried on upon any portion of any Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of any Property. There shall not be maintained any plant or animal or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unclean, unhealthy, unkept, unpleasant, or of a nature that may diminish or destroy the enjoyment by any Member of any Property. Examples of nuisances include, but are not limited to:

- outdoor burning of leaves, trash, garbage or other items
- pursuit of hobbies or other activities involving the release of noxious fumes
- assembly and disassembly of motor vehicles and other mechanical devices within view of the street or an adjacent Property
- accumulation of refuse material or debris within view of the street or an adjacent Property

l. Garbage and Rubbish. No Property shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations shall be placed so as to not be visible from the street or from adjacent Properties. All garbage and trash containers shall be placed at curbside not more than 24 hours before the appropriate scheduled refuse collection and returned to their place out of sight within 24 hours after such refuse collection.

m. Compliance with Law. Each Property shall at all times be kept, maintained and operated in conformity with, and the owner of each Property shall at all times comply with, all provisions of law, including but not limited to the following:

- Municipal Code of the City of Temple Terrace;
- Ordinances of the City of Temple Terrace;
- Building and Construction Codes as in effect in the City of Temple Terrace;
- Ordinances of the County of Hillsborough; and
- Laws of the State of Florida

Any violation of any of the foregoing constitutes a violation of these Amended and Restated Declarations.

n. Rental of Property. Rental of any Property (or any portion of any Property), including any license, lease or other similar agreement or arrangement, is expressly prohibited unless the following conditions are satisfied:

- The Board must be notified at least thirty (30) days prior to the commencement of any rental or lease period.
- The Board must be provided with the names and other identifying information, and with pertinent contact information, for all long-term and short-term tenants and other occupants of the dwelling on the Property.
- The Property owner must demonstrate compliance with all requirements of the Municipal Code of the City of Temple Terrace and all applicable ordinances of the City of Temple Terrace.
- The Property owner must be current on all assessments as identified in Article II before renting the Property. The Property owner shall provide the tenant with a copy of all deed restrictions and lawn maintenance guidelines.

o. Multiple Families in a Single Family Dwelling. Dwellings in the subdivision are designed and constructed as single family dwellings, intended under local law to be occupied only by a single family unit. Accordingly, if the dwelling on a Property is occupied other than as a single family dwelling, then upon request of the Board the owner of the Property must demonstrate compliance with all requirements of the Municipal Code of the City of Temple Terrace and all applicable ordinances of the City of Temple Terrace relating to such occupancy.

ARTICLE V – EXTERIOR MAINTENANCE AND LANDSCAPING

a. Maintain Original Construction Standards. Each Property and the improvements thereon shall at all times be maintained to the same standards as originally approved pursuant to Article III. In particular, the mailbox, sprinkler system, garage, roof, external appearance shall be maintained in substantial conformity to construction plans for the dwelling on the Property as originally approved by the Board or its predecessor. Any Property not conforming to the requirements of this Article V may be brought into conformity by the Association, or by contractors engaged by the Association at its direction, and the costs of bringing such Property into conformity may be levied as a Directed Assessment against the Property in violation as described in Article II(b)(3).

b. Landscaping and Exterior Maintenance Standards. All yards and Properties shall be landscaped and maintained in accordance with standards adopted by the Board (the "Landscape and Maintenance Guidelines"). All Members shall be given constructive notice of the Landscape and Maintenance Guidelines as in effect. Such notice may be given by direct written notice (including by way of the Association's periodic newsletter or similar communication), by posting on the Association's website or by similar means, or by such other method or methods as the Board shall reasonably determine. No change to the Landscape and Maintenance Guidelines shall become effective unless and until such change has been approved by a vote of the Board.

c. Cleanliness. All external areas, including driveways, sidewalks, and areas of roofs, screens and porches that are visible from the street or from adjacent Properties, shall be kept tidy and clean.

d. Air Conditioners. All air conditioners shall be screened with shrubbery or walls or fences so as to be substantially screened from street view.

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e. Clotheslines. Clotheslines and drying yards shall be fully screened and so located so as not to be visible from the ground level of the adjacent Property or the street serving the dwelling.

f. Easement to Association. By acceptance of a deed to any Property, each owner of such Property hereby grants to the Association a perpetual easement over said Property for the purpose of performing maintenance and other work upon such Property as may be necessary to cause such Property to conform to and comply with these Amended and Restated Declarations,

any reasonable rule and regulation promulgated by the Board and also the Landscape and Maintenance Guidelines.

http://www.theresaarbor.org/deed_restrictions.html - #

ARTICLE VI – RESUBDIVIDING

No Property or contiguous group of Properties shall ever be resubdivided or replatted in any manner which would bring about a greater number of Properties than that shown on the plat for the above-described subdivision for the same area. A residential site may consist of one or more Properties, one Property and part of a contiguous Property or Properties, or any other combination of contiguous parts of Properties which shall form one Property or land suitable for use as a site for a residence, providing that it extends from the fronting street to an existing rear property line. However, no site, which is composed of a Property, Properties or parts of Properties, as originally platted, shall have a front or rear dimension of less than that contained in the smallest adjoining Property shown on the original plat or subdivision.

http://www.theresaarbor.org/deed_restrictions.html - #

ARTICLE VII - UTILITY EASEMENT

Easements for installation and maintenance of utilities have been reserved for the City of Temple Terrace and are shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each Property and all improvements in it shall be maintained continuously by the owner of the Property, except for those improvements for which a public authority is responsible.

http://www.theresaarbor.org/deed_restrictions.html - #

ARTICLE VIII - BOUNDARY WALLS

a. Maintenance Responsibility. The owner of each Property in the Association shall at all times keep the interior face of that portion of the Boundary Wall located on his Property in good condition. The Association shall keep the exterior face of the Boundary Wall in good condition and shall have the sole responsibility for the construction, maintenance, repair or replacement of the Boundary Wall and Wall Easement (both interior and exterior faces) except in the event of damage due to negligence or other wrongful act or omission by the owner of a particular Property (or Properties), or such owner's family, tenants, guests or invitees. The owner of each Property shall keep that portion of the interior face of the Boundary Wall and Wall Easement located on his Property free from undergrowth, weeds trash, debris and all other unsightly growth and material.

b. Nothing Affixed to Wall. No Property owner, nor his agents, contractors, licensees, tenants or family Members shall affix anything to the Boundary Wall, either permanently or temporarily, nor do anything to affect the Boundary Wall's appearance, or structural soundness. No Property owner nor his agents, contractors, licensees, tenants or family Members shall authorize any

painting of the Boundary Wall, which wall shall at all times be maintained in its original brick appearance on both the side facing toward and the side facing away from a Property.

c. Easement to Association. By acceptance of a deed to any Property, each owner upon whose Property the Boundary Wall is located hereby grants to the Association a perpetual easement over said Property for the purpose of performing maintenance and other work upon and repairing and/or replacing the Boundary Wall or any portion thereof, if and to the extent that at any time it shall be the right or obligation of the Association to do so.

d. Rights of the City of Temple Terrace. If any Property owner shall fail to comply with the maintenance requirements set forth in paragraph (b) above as to the portion of the Boundary Wall and the Wall Easement located on his Property, the City of Temple Terrace may, in its sole discretion, notify such offending Property owner in writing of such failure. If said Property owner fails to comply with said maintenance requirements as to the portion of the Boundary Wall and Wall Easement located on his Property within fifteen (15) days after the date of such written notice, the City of Temple Terrace may construct, maintain repair, replace or clear the wall and the Wall Easement area in order to remedy such non-compliance. The Property owner shall be liable to the City of Temple Terrace for all costs incurred by the City in constructing, maintaining, repairing, replacing or clearing the Boundary Wall and Wall Easement area located on his Property, and if the Property owner fails to pay such costs to the City with ten (10) days after the City's submission of a bill to him for the same, the City may record a lien against the offending Property owners for the amount of the City's cost. The City may foreclose said lien or otherwise enforce any available remedy against the offending Property owner and recover the amount of its lien, together with legal interest, costs and attorney's fees.

For the purpose of exercising its right under this Article, the City of Temple Terrace shall have a perpetual easement over, under and across the Wall Easement for the purpose of constructing, maintaining, repairing, replacing or clearing the Boundary Wall and the Wall Easement area, and the City shall also have the right to enter upon and cross portions of a Property or Properties not included in the Wall Easement for the purpose of entering the Wall Easement.

No structure, planting or other material shall be placed or permitted to remain in the Wall Easement, which structure, planting or other material interferes with the construction, maintenance, repair or the replacement of the Boundary Wall or otherwise detracts from its appearance or aesthetic beauty. The City shall have the right to trim and remove trees, shrubs, bushes, plants and other obstructions in the Wall Easement or on a Property or Properties as shall be reasonably necessary for the performance of the City's construction, maintenance, and repair or replacement activities hereunder. The City shall not be required to replace or restore any such trees, shrubs, bushes, plants or other obstructions so trimmed or removed.

ARTICLE IX - DECLARATION OF RESTRICTIONS

a. Covenants run with the land. The covenants and restrictions as to the Boundary Wall shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Amended and Restated Declarations are

recorded in the Public Records of Hillsborough County, Florida, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the City of Temple Terrace and the majority of the then-owners of the Properties has been recorded, agreeing to change or rescind the Boundary Wall covenants and restrictions in whole or in part.

The remaining covenants and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these Amended and Restated Declarations are recorded in the Public Records of Hillsborough County, Florida, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then-owners of the Properties has been recorded agreeing to change or rescind the remaining covenants and restrictions whole or part.

b. Conveyances. This restrictive covenant agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors or assigns, and shall hereafter constitute and be covenants running with the land, aforescribed, and each Property or parcel thereof, and shall be treated as and be an agreement relating to the conveyance of said land and each parcel, or Property, thereof, whether or not incorporated in or referred to in deeds hereafter conveying the same, or any part thereof.

c. Remedies for violations. In the event of a violation or breach of any of these Amended and Restated Declarations by any person or concern claiming by, through, or under the Association, or by virtue of any judicial proceedings, the Association and owners of the Properties in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, provided that, no owner shall bring any action at law or at equity unless the Association has failed to correct such violation or breach or bring an action at law or equity to correct such violation or breach within three (3) months after being notified in writing of the existence of such violation or breach. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built upon any Property in the Association any structure which is in violation of these Amended and Restated Declarations to enter upon the Property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, or restriction or condition contained herein, however long continued, shall not be deemed a waiver of their rights to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereof, and shall not bar or affect its enforcement.

d. Enforcement. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages or both. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

The City of Temple Terrace shall have the express right to enforce the covenants and restrictions contained herein relating to the Boundary Wall and in connection therewith. The City of Temple Terrace shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may judge to be reasonable for the services of its attorney.

e. Amendment. Except as otherwise specifically provided above in these Amended and Restated Declarations, these Amended and Restated Declarations may be amended only by the affirmative vote of seventy-five percent (75%) of those Members present, in person or by proxy, at a duly noticed meeting of the Membership in which a quorum of the Membership is present.

f. Invalidation. Invalidation of any of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

NOTICE: Substantial rewording of Declaration. Please see the original Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official Records book 4293, Page 1102 of the Public Records in and for Hillsborough County, Florida, on March 15, 1984, which Declaration of Restrictions for Theresa Arbor Subdivision was subsequently amended as reflected by that certain Amended Declaration of Restrictions for Theresa Arbor Subdivision recorded in Official Records book 4547, Page 798 of the Public Records in and for Hillsborough County, Florida on April 25, 1985.

Dated this _____ day of _____, 2009.

THERESA ARBOR PROPERTY OWNERS' ASSOCIATION,
INC.

(Corporate Seal)

By: _____

Printed Name: _____
As President of the Board of Directors

State of Florida)
County of _____)

I HEREBY CERTIFY that on this _____ day of _____, 2009 before me personally appeared _____, as President of the Board of Directors for Theresa Arbor Property Owners' Association, Inc. who is personally known to me or who has provided a valid Florida Drivers license as identification executed this Certificate of Amendment to Amended and Restated Declaration of Covenants and Restrictions For Theresa Arbor Subdivision and acknowledged before me according to law that he has made and subscribed the same for the purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

My Commission Expires: _____

THERESA ARBOR PROPERTY OWNERS' ASSOCIATION,
 INC.

(Corporate Seal)

By: _____

Printed Name: _____
 As Secretary of the Board of Directors

State of Florida)
 County of _____)

I HEREBY CERTIFY that on this _____ day of _____, 2009 before me personally appeared _____, as Secretary of the Board of Directors for Theresa Arbor Property Owners' Association, Inc. who is personally known to me or who has provided a valid Florida Drivers license as identification executed this Certificate of Amendment to Amended and Restated Declaration of Covenants and Restrictions For Theresa Arbor Subdivision and acknowledged before me according to law that he has made and subscribed the same for the purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and official seal this _____ day of _____, 2009.

 NOTARY PUBLIC, State of Florida at Large

Print Name: _____
 My Commission Expires: _____